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CHICO'S FAS, INC.  
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10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 FRENCH WEST, INC. a California  
13 corporation, individually and doing  
14 business as HALE BOB,

15 Plaintiff,

16 v.

17 CHICO'S FAS, INC., a Florida  
corporation,

18 Defendant.  
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22 AND RELATED COUNTERCLAIM  
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Civil Action No. CV13-8149 CAS (RZx)

Magistrate Judge Ralph Zarefsky

**CHICO'S FAS, INC.'S  
SUPPLEMENTAL MEMORANDUM  
IN OPPOSITION TO FRENCH  
WEST'S MOTION TO COMPEL  
SUPPLEMENTAL DISCOVERY  
AND FOR SANCTIONS**

Date: Aug. 18, 2014

Time: 10:00 a.m.

Location: Ctrm. 540

Discovery Cutoff: Sept. 19, 2014

Pretrial Conference: Feb. 9, 2015

Trial: Feb. 24, 2015

1 Chico's submits this brief response to French West's Supplemental  
2 Memorandum.

3 French West's Supplemental Memorandum makes clear that its true  
4 motive in this case has nothing to do with obtaining discovery. Rather, its  
5 motives are to harass Chico's and drive up litigation costs. The undisputable  
6 fact remains that Chico's has been willing to provide the agreed-upon discovery  
7 once French West signs the confidentiality agreement that Chico's provided  
8 more than two weeks ago. Dkt. 20-6 at 3-4 (Kachner Decl. ¶ 12); Dkt. 20-7 at  
9 64 (Kachner Decl. Ex. G). French West had earlier indicated its willingness to  
10 enter into such an agreement. Yet, despite representing to Chico's counsel on  
11 July 24, 2014 that it was "conferring with the client regarding [Chico's]  
12 proposed confidentiality agreement, and should be able to revert shortly" (Dkt.  
13 20-6 at 5 (Kachner Decl. ¶ 17), Dkt. 20-7 at 83 (Kachner Decl. Ex. J), French  
14 West's counsel has still not signed the proposed agreement or even provided  
15 any response whatsoever to Chico's counsel as to whether the proposed  
16 agreement is acceptable or whether French West proposes any modifications.  
17 As Chico's has repeatedly told French West, Chico's stands ready to produce  
18 the confidential documents and supplement its interrogatory responses with  
19 confidential facts, which French West seeks, once French West signs the  
20 proposed confidentiality agreement. That French West has not received these  
21 documents is entirely of its own doing. French West's Motion should be  
22 denied.

23 Respectfully submitted,

24 KNOBBE, MARTENS, OLSON & BEAR, LLP

25 Dated: August 5, 2014

By: /s/ Karen Vogel Weil

26 Karen Vogel Weil  
27 Mark D. Kachner

28 Attorneys for Defendant/Counterclaim Plaintiff  
CHICO'S FAS, INC.

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